

INTERMUNICIPAL AGREEMENT
LITTLETON COMMUNITY TELEVISION (LCTV) SERVICES

This Inter-Municipal Agreement (the "Agreement") is entered into pursuant to M.G.L. c.40, § 4A, on the last day of execution below (the Effective Date), by and between the Town of Boxborough, a municipal corporation with a principal office at Town Hall, 29 Middle Road, Boxborough, MA 01719 ("Boxborough") and the Town of Littleton, a municipal corporation with a principal office at Town Hall, 37 Shattuck Street, Littleton, MA 01460 ("Littleton").

Whereas, Boxborough is seeking the services of the Littleton Community Television (LCTV) Department of the Town of Littleton as described herein; and

Whereas, subject to the terms of this Inter-Municipal Agreement, Littleton is willing to provide said services for Boxborough.

NOW THEREFORE the Towns agree as follows:

Term

1. The Term of this Agreement shall be from May 1, 2015, through June 30, 2016, subject to appropriation of funding by Boxborough.
2. The Agreement may be further extended or modified upon written Agreement of the Boxborough Town Administrator and the Littleton Town Administrator and as approved by the respective Boards of Selectmen.
3. The Initial Term and all Extension Terms shall be collectively referred to as the Term.
4. The Agreement may be terminated for convenience by either party as provided below.

Littleton's Commitment to Provide LCTV Services to Boxborough

5. Littleton shall provide LCTV services to Boxborough as defined under Scope of Services below. Services shall include seven hundred sixty (760) hours of staffing for management and oversight of the cable studio in Boxborough, procurement oversight; and broadcast of all regularly scheduled Board of Selectmen meetings, and Annual and Special Town meetings.

Boxborough's Financial Commitment to Pay Littleton for LCTV Services

6. In consideration for the services provided under this Agreement, Boxborough shall pay Littleton the sum of Sixty-four Thousand, Four Hundred Dollars (\$64,400) for the period May 1, 2015 through June 30, 2016, to be paid in an initial two-month installment of \$9,200 and thereafter four quarterly installments of Thirteen Thousand, Eight Hundred Dollars (\$13,800).
7. In consideration for any supplemental services provided under this Agreement, Boxborough shall pay Littleton the sum of \$85.00 per hour, for the period May 1, 2015 through June 30, 2016.
8. Unless otherwise agreed in writing by the Boxborough Town Administrator and the Littleton Town Administrator, Littleton's Treasurer will invoice Boxborough on June 30, September 30, and December 31, 2015, and on March 31 and June 30, 2016, and Boxborough's Treasurer shall

pay each such invoice within thirty (30) days of the invoice date.

9. Boxborough warrants and represents that it has appropriated funds for and sufficient to cover Boxborough's financial commitment to pay Littleton for the shared services and any related costs and expenses under this Agreement.
10. For each Extended Term, Boxborough warrants and represents that it shall either (a) appropriate funds for and sufficient to cover Boxborough's financial commitment to pay Littleton for the shared services and any related costs and expenses under this Agreement, or (b) notify Littleton in writing at least thirty days prior to the commencement of the Extended Term that Boxborough has not made such an appropriation in which case this Agreement shall be null and void and of no further force or effect.

Record Keeping

11. LCTV shall keep accurate and comprehensive records of services performed under this Agreement.

Personnel

12. During the Term, Littleton shall employ and pay all benefits for the LCTV Executive Director and LCTV Production Supervisor.
13. LCTV personnel while engaged in performing LCTV Services in Boxborough under this Agreement shall be deemed to be engaged in the service and employment of Littleton, notwithstanding such service, activity or undertaking is being performed in or for Boxborough.
14. Boxborough shall, at its sole cost, add the LCTV Executive Director and Production Supervisor performing Services in Boxborough under this Agreement as an additional insured under all of Boxborough's liability insurance policies covering Boxborough's employees including without limitation the automobile and comprehensive general liability insurance policies.

Rights and Indemnities

15. By entering into this Agreement, Boxborough and Littleton have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. Boxborough and Littleton are the sole and exclusive beneficiaries of the Agreement. No third party rights, express or implied, are created by this Agreement. The provisions of this paragraph shall survive termination of the Agreement.
16. Notwithstanding the preceding paragraph, to the maximum extent permitted by law, both Boxborough and Littleton agree to defend, indemnify, and hold each other harmless from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly from the LCTV services provided under this Agreement. The provisions of this paragraph shall survive termination of the Agreement.

Scope of LCTV Services

17. LCTV services provided under this Agreement shall include the following as set forth in Appendix A, attached hereto and made part hereof:
- Service #1 Administration Fee/Costs
 - Service #2 Management of the Boxborough Station
 - Service #3 Maintain Boxborough Program Schedule
 - Service #4 Maintain Boxborough Broadcast Equipment
 - Service #5 Update/Maintain Community Bulletin Board
 - Service #6 Recruit/Train Contractors
 - Service #7 Work with Town Clerk on Meetings/Schedules
 - Service #8 Schedule Contractors for Meetings
 - Service #9 Video Tape Special/Annual Town Meetings
 - Service #11 On Demand Programming for Government and Locally Produced Programming
 - Service #16 Evaluate/Facilitate New Equipment Acquisition

18. This Scope of Services may be amended from time to time with the mutual written agreement of both Towns.

Administration

19. The Boxborough Town Administrator and the Littleton Town Administrator shall administer this Agreement. They shall meet and/or confer periodically with the LCTV Executive Director to address matters of policy, operations and logistics as from time to time may arise under this Agreement.
20. The Littleton Town Administrator supervises the LCTV Executive Director.

Termination

21. Either Boxborough or Littleton, by votes of their Boards of Selectmen, may terminate this Agreement at any time on sixty (60) days advance written notice to the other, after which time this Agreement shall be null and void and of no further force or effect except (a) as to payments owed for services provided prior to termination, and (b) as otherwise expressly set forth with respect to survival of paragraphs 18 and 19 above.

Notices

22. All notices required under this Agreement shall be deemed made when provided by hand, sent by certified mail, or sent by overnight mail or courier service to, as applicable, (a) the Boxborough Town Administrator, Town Hall, 29 Middle Road, Boxborough, MA 01719, with a copy to the Boxborough Board of Selectmen at the same address, and (b) the Littleton Town Administrator, Town Hall, 37 Shattuck Street, Littleton, MA 01460, with a copy to the Boxborough Board of Selectmen at the same address.

Assignment

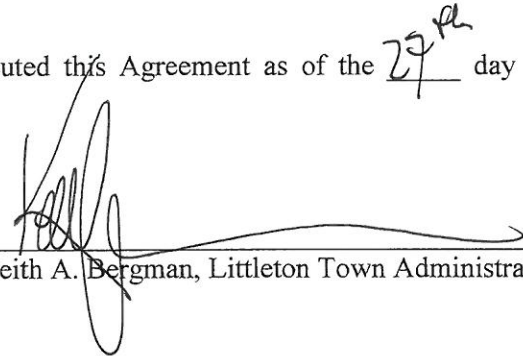
23. This Agreement shall not be assigned or transferred by either party, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement.

Entire Agreement

24. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of April, 2015.


Selina S. Shaw, Boxborough Town Administrator


Keith A. Bergman, Littleton Town Administrator

APPROVED BY: Board of Selectmen of
the Town of Boxborough


Vincent M. Amoroso, Chair



Robert T. Stemple, Clerk


Susan M. Bak

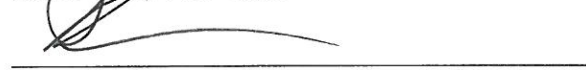

Leslie R. Fox

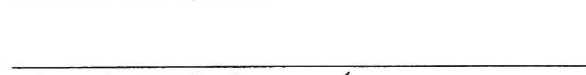

James J. Gorman

APPROVED BY: Board of Selectmen of the Town of
Littleton


Joseph Knox, Chair


James Karr, Vice Chair


Melissa Hebert, Clerk


Alexander McCurdy


Paul J. Avella

LCTV Services Definitions

April 27

2015

This document outlines the services provided by the Littleton Community television. These definitions are not a contract of delivery services, merely a description of services

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Littleton Community Television (LCTV) Services Descriptions
As of April 27, 2015

Service #1 Administration Fee/Costs

Service Description– Administration and costs associated with the administration of the Boxborough Community Access Channels and Station

Service Scope – Mutually agreed upon list of services and period of management; Agreement reviewed on an annual basis

Service delivery – Local and remote access to Boxborough station facilities and equipment 7x24x365

Service Dependencies/Interdependencies. Development of Inter-community agreement of Services and Fees/Costs associated with delivery of Services.

Service #2 Management of the Boxborough Station

Service Description – Provide for the day to day management and operation of the Boxborough Station that provides Live coverage of scheduled Open meetings of Selectmen

Service Scope – (Review existing essential functions of previous IT personnel),

Service delivery – Working under the policy direction of the Boxborough Board of Selectmen and supervised by the Boxborough Town Administrator, perform professional, administrative, and supervisory work in planning, coordinating and administering the delivery of public access programming for the citizens of Boxborough

Service Dependencies/Interdependencies #1

Service #3 Maintain Boxborough Program Schedule

Service Description – Using existing equipment (Leightronix, AlphaGen), create a weekly schedule of existing government access channel programming; With Boxborough IT assistance create basic schedule webpage

Service Scope – Programming coverage is based on current content

Service delivery – On-Air schedule and PSA's; Maintain and update Boxborough Town website schedule page

Service Dependencies/Interdependencies #2

Service #4 Maintain Boxborough Broadcast Equipment

Service Description - This includes an inventory of Boxborough Town broadcasting equipment. Determine its operating condition; if applicable determine the software/Firmware levels of equipment and upgrade to manufacturer's recommended current release.

Service Scope – This is not evaluation of new equipment for acquisition to extend services or services delivery, but the day to day maintenance of the equipment

Service delivery – Create inventory of equipment (spreadsheet) with serial numbers and software/firmware revision information.

Service Dependencies/Interdependencies #2

Service #5 Update/Maintain Community Bulletin Board

Service Description – Create and maintain information that is broadcast as the Community Bulletin Board

Service Scope – Receive requests for information dissemination via the Bulletin Board

Service delivery – Receive and or create .jpg files that are imported into the Leightronix for scheduled airing

Service Dependencies/Interdependencies #2, #3, Laptop with DVD reader/burner running Windows 7 Professional; Network Interface to the Leightronix

Service #6 Recruit/Train Contractors

Service Description– Online recruitment of paid contractors, their training in video and audio capture techniques.

Service Scope – Online recruitment via the Community Bulletin Board; Recruitment of Contractors by posting job descriptions in Town Hall and Town Website is the purview of the Town of Boxborough;

Service delivery - Online recruitment via the Community Bulletin Board; Training to occur in Littleton Studios and additional practical training onsite using the existing Boxborough equipment

Service Dependencies/Interdependencies #2

Service #7 Work with Town Clerk on Meetings/Schedules

Service Description – Emails on the agendas of upcoming Selectmen meetings; Emails must be received no later than 48 hrs prior to requested TV coverage to enable contractor scheduling

Service Scope

Service delivery – Email/phone conversations on upcoming meetings

Service Dependencies/Interdependencies.#6

Service #8 Schedule Contractors for Meetings

Service Description – Schedule new and existing contractors for meeting coverage

Service Scope

Service delivery – Create contact list of contractors (email, phone, cell)

Service Dependencies/Interdependencies #6, #7

Service #9 Video Tape Special/Annual Town Meetings

Service Description – Provide delayed broadcast coverage of Special/Annual Town Meetings

Service Scope – Coverage can be provided as long as it is exclusive of Littleton Special/Annual Meeting dates/times

Service delivery – Provide a multi-camera shoot of Boxborough Town meeting using Littleton Community Television (LCTV) mobile cameras, cabling, audio mixer, Sony Anycast. Created real time program will be imported into the Leightronix for scheduled rebroadcast.

Service Dependencies/Interdependencies #8

Service #10 Extend Government Meeting Coverage

Service Description – Extend Live coverage of Open public meetings of Boxborough School Committee ?, Planning Board, Boxborough ZBA, or other prioritized Town boards or Committee's

Service Scope – Live coverage will be predicated on available contractor coverage and Boxborough budget constraints for contractor funding

Service Delivery – Provide for additional contractor coverage/Scheduling

Service Dependencies/Interdependencies #6, #7, #8

Service #11 On Demand Programming for Government and Locally produced programming

Service Description – Using PEG Central and links on the Boxborough Town website, provide web links to live or delayed broadcast created programming

Service Scope – Initial focus is the Government meeting coverage

Service delivery – Main delivery mechanism will be thru a paid service of PEG Central to upload and store web content of Boxborough meetings and local programming

Service Dependencies/Interdependencies #10

Service #12 Add Content of Littleton Program Schedule to Boxborough

Service Description – Add programming content of Littleton Public Access Channels to the Boxborough Public Access Channels (Comcast and Verizon)

Service Scope – This is use of existing Littleton programming content, not the creation of Boxborough specific content

Service delivery – Import Littleton specific content; download PEG Central specific content for Littleton

Service Dependencies/Interdependencies – Funding for PEG Central specific programming, #3

Service #13 Launch Boxborough Public/Education/Government Access Channels

Service Description – Creation and public launch of Public, Education, and Government Access Channels distinct from the previously expanded Government and added combination of Littleton content programming

Service Scope –

Service delivery – There will now be three specific Access Channels, Public, Educational and Government, each with their own scheduling and programming

Service Dependencies/Interdependencies – #2, #3, #5

Service #14 Train Boxborough Residents

Service Description – Train Boxborough residents in Video Production

Service Scope –

Service delivery – Provide LCTV hosted workshops in basic, and advanced video production

Service Dependencies/Interdependencies – #2, #13, #21

Service #15 Launch Boxborough specific content of Programming Schedule

Service Description – Similar to Littleton's locally produced programming (Littleton Common, Small Town) create Boxborough specific programming. Enable/train Boxborough producers

Service Scope – Local content is somewhat dependent on recruitment of Boxborough volunteers as on-air talent

Service delivery – Programs will be produced in the Littleton Studios

Service Dependencies/Interdependencies – #2, #13, #21 Local Producers for Boxborough specific content

Service #16 Evaluate/facilitate new equipment acquisition

Service Description – Based on evaluation of existing equipment, Boxborough policies and current operating practices, determine equipment requirements for broadcasting, production, and post-production

Service Scope –

Service delivery – Create recommendations report on current equipment, its service life, as well as developing a capital equipment plan for future Boxborough video equipment upgrades and technology advances.

Service Dependencies/Interdependencies – #4

Service #17 Work with Safety Agencies

Service Description – Work with Boxborough Safety Agencies to create Internal and Public training and PSA's

Service Scope –

Service delivery – Working with BPD and BFD public liaison officers create monthly standalone programming segments in LCTV studios for rebroadcast in Leightronix

Service Dependencies/Interdependencies – #2, #13, #21

Service #18 Create Copies of Local Programs

Service Description – Create DVD copies of locally created programming

Service Scope –

Service delivery – Upon request, create copies of programming for Boxborough residents (min charge per copy)

Service Dependencies/Interdependencies – #2

Service #19 Record School Activities

Service Description – Provide coverage for School activities (Blanchard School Graduation 8th)

Service Scope –

Service delivery – Videotape school related activities for rebroadcast on Educational Channel

Service Dependencies/Interdependencies – #2, #13

Service #20 Work with Acton on Sharing Boxborough specific content

Service Description – Coordinate the sharing of Boxborough produced content on the Acton Public Access Channels

Service Scope –

Service delivery – Liaise, coordinate bicycling of Boxborough programs on Acton channels

Service Dependencies/Interdependencies – #2, #12, #14, #15

Service #21 Access to LCTV Production Studios

Service Description – Boxborough Residents access to the LCTV Studios for production/post-production usage

Service Scope – Scheduling required of LCTV studios to coordinate with existing Littleton usage

Service delivery – Defined service hours

Service Dependencies/Interdependencies – #2, #14, #15

Service #22 Access to LCTV Mobile Production Van

Service Description– Boxborough Residents access to the LCTV Studios for production/post-production usage

Service Scope – Scheduling required of LCTV Production Van to coordinate with existing Littleton usage

Service delivery – Defined service hours

Service Dependencies/Interdependencies – #2, #14, #15

